



NOTICE TO BIDDERS
PARKING LOT SEALING – CITY HALL & BRIDGE STREET LOTS
August 15, 2016

Sealed bids will be received by the City of Martinsville, Virginia, at the Purchasing Office located at the City's Warehouse and Garage Complex at 990 Fishel Street until Thursday, September 1st, 2016, @ 2:00 p.m., at which time bids will be opened and publicly read covering the following item of work:

Work consists of the resealing of two City parking lots at City Hall and Bridge Street. The contractor shall apply two coats of sealant to approximately 21,125 sq. yds. of rehabilitated asphalt pavement as shown on the attached sketch. ALL WORK SHALL BE DONE ON WEEKENDS.

Specifications are attached. The City Engineer will accompany interested bidders over the site. Bids must be accompanied by a bid bond equal to five percent (5%) of the bid which may be forfeited if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein.

Performance bond will be required in an amount equal to one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor and furnishing materials for the project. The performance bond shall be executed by a surety company authorized to do business in the State of Virginia.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of thirty (30) days. All contractors are hereby notified that they must have proper license under the Virginia State laws governing their respective trades.

The City of Martinsville, Virginia, reserves the right to reject any or all bids, to waive any and all informalities therein, and the award shall, if made, be made to the lowest responsive responsible bidder, or bidders, taking into consideration the quality of materials, labor and equipment.

The successful bidder will be required to affect such liability insurance as will be necessary to save the City of Martinsville harmless and will be required to furnish a certificate of such insurance.

All materials used and work done shall be subject to the inspection, test and approval of the Director of Public Works of the City of Martinsville, Virginia, or his duly authorized representatives, and payment for materials furnished or work done shall be withheld until such approval is obtained.

The successful bidder shall enter into a written contract within ten (10) days of the award of the contract and said contract shall embody all of the terms, conditions, and provisions of the notice to bidders, specifications and proposals.

There will be a pre-bid meeting at 10:00 a.m. on Tuesday, August 23rd, 2016, at the site.

Please mark your envelope, "Parking Lot Sealing – City Hall & Bridge Street Lots", and the date of bid opening in the lower left corner of your envelope.

SPECIFICATIONS

1. Time Limit: All work included under this contract shall be completed by October 28th, 2016 and must be done on weekends.
2. Contractor is to provide all labor, supervision, materials, tools and equipment to install a double-coat of sealant to the specified parking lots.
3. The Contractor shall comply with all VDOT and OSHA Regulations, and workmen shall have been trained in all applicable safety procedures.
4. The Contractor shall comply with the Virginia Department of Transportation standard specifications, latest edition, and with all manufacturers' recommendations..
5. Clean all existing pavement to receive sealant thoroughly with brushes or other equipment approved by the owner.
6. The Contractor shall apply 2 coats of coal tar emulsion sealant in a uniform thickness as per manufacturer's instructions and allow product to cure between coats. Use GemSeal Sand Mix Pavement Sealer Concentrate or equivalent sealer.
7. Apply at a rate of 0.12 – 0.20 gal/sq. yd./coat.
8. All materials and application requirements shall comply with ASTM D 5727.
9. Traffic control will be handled by the City.

CITY OF MARTINSVILLE, VIRGINIA GENERAL SPECIFICATIONS

- 1) Persons desiring to submit a bid will find attached hereto-detailed specifications, estimate of quantities and proposal blank. The specifications and plans are to be considered as, and shall form a part of, the contract. The time to which bids will be received will be found in the published notice calling for bids.
- 2) Bids must be made upon the bid form provided. The blank places in the bid form, except as otherwise noted, must be filled in, and no change shall be made in the phraseology of the bid or in the terms mentioned therein.
- 3) Bids that contain any omission, erasures, alterations, additions, or items not called for in the estimate, or that contain irregularities of any kind, shall be rejected as informal.
- 4) Each bid shall specify the gross sum, written in with ink or typed in both words and figures, for the work, which will be performed according to the plans, and specifications, together with a unit price for each of the separate items as called for. Such gross sum shall be based upon the

quantities as shown in the approximate estimate.

- 5) Only actual quantities of work performed will be paid for, and upon completion of the work if such actual quantities show either increase or decrease from the approximate estimate, then such variation will be computed at the unit prices in the bid and will be taken from or added to the gross sum bid.
- 6) The attention of persons intending to submit a bid is specifically called to that paragraph of the contract which debars a contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.
- 7) Permission will not be given to withdraw, modify, or explain any bid after it has been deposited with the City of Martinsville.
- 8) If the bid is made by a firm, the name and place of residence of each member of the firm must be given. If made by a corporation, the names of the president, secretary, and treasurer shall be given.
- 9) Every bid must be accompanied by a bid bond equal to five percent of the bid.
- 10) The contract, if awarded, shall be made to the lowest responsive responsible bidder whose bid shall comply within all the provisions required to render it formal. The City of Martinsville reserves the right to reject any and all bids, if, in their judgment, it is for the best interest of the City of Martinsville to do so.
- 11) Reasonable grounds for supposing that any bidder is interested in more than one bid for the same contract shall cause the rejection of all bids in which he is interested.
- 12) The bidder must be prepared, if requested to do so by the City, to present evidence of experience, ability, and financial standing, as well as statement as to plant and machinery.
- 13) The contractor whose bid is accepted will be required to execute the contract and furnish bonds within ten days from the date of award. In case of failure or refusal on the part of the bidder to enter into the contract within the set period, the amount of the deposit made (5% of the bid) will be forfeited to the City of Martinsville, and paid to City Treasurer. Upon the execution of the contract and approval of the bond, the deposit will be returned to the bidder. The deposit by persons other than one to whom award of contract is made, will be returned to the person or persons making the proposal immediately after the contract and bond have been executed.
- 14) The amount of bond required for the faithful performance of the contract is 100 percent of the amount of the contract price.
- 15) Payment to the contractor will be made monthly to an amount not exceeding ninety per centum of the work done. The per centum of the contract price will be retained until the entire work has been completed and accepted. No payment will be made for material delivered except in place. Each bidder must distinctly understand that part and final payments, as the vouchers are issued

on account of the contract shall be subject to a reserved right of the City to withhold any part of the sum of money to be paid under the contract in the event of failure of the contractor to promptly make payments to all persons supplying him equipment, labor, tools, or materials in the performance and completion of work provided for in the contract.

- 16) When paving material is specified by weight, the contractor shall furnish satisfactory scales for weighing each load or quantity of material used, and all weighing shall be checked by a representative of the Department of Public Works.
- 17) The successful bidder must fully comply with all municipal building ordinances and regulations, and obtain all required license and permits, and pay all charges and expenses connected therewith, and be responsible for all damages to person or property which may occur in connection with the prosecution of the work. The contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, either now known or which may become necessary during the progress of the work, and shall be responsible for any damages done to the same.
- 18) Each bidder must understand that, should his bid be accepted he is to forfeit to the City of Martinsville the sum of \$150.00 as liquidated damages, for each and every working day's delay not caused by the City that may occur beyond the time stipulated in the contract for the supply of all the materials and the performance and completion of the work subject, however, to the discretion of the Public Works Director or designated agent, and that the contractor is to be entitled to one day, in addition to said stipulated time, for each and every working day's delay that may be caused by the City of Martinsville. Only skilled and reliable workmen are to be employed on the project; if any person employed on the work by the contractor shall appear to the City Director of Public Works or agent to be incompetent or disorderly, he shall be discharged immediately upon proper notice to the contractor from the City Director, and such person shall not again be employed on the City's project.
- 19) All work shall be completed within the time designated in the contract, and should any neglect or unnecessary delay occur in the execution of any part of the same, the Public Works Department may have the work done and charge the cost thereof to the contractor or declare the contract void.
- 20) No charge shall be made by the contractor for hindrance or delay from any cause during the progress of any portion of the work embraced in these specifications, nor shall any claim be allowed for extra work, unless same shall be done in pursuance of a written order from the Department of Public Works and claim made and approved at the first settlement after work is executed. The contractor shall not assign, underlet or make a subcontract for the execution of any portion of the work other than for materials, without sanction, in writing from the Department of Public Works. Any work not specified which may be fairly implied as included in the contract, of which the Director of Public Works or agent shall judge, shall be done by the contractor without extra charge.
- 21) No bid will be considered unless the bidder has complied with the provisions of Title 54, Chapter 7 (Section 54-113 through 54-145 of the Code of Virginia).

- 22) The contractor shall be required to guard the public from liability to accident during the progress of the work, including placing of materials, both by day and night, and will be held responsible for any damage the City may have to pay in consequence of his neglecting the necessary precautions. In all cases he shall protect his work and the public during its execution, and after its completion, by proper barriers and lights, until the Director of Public Works or agent shall direct the same to be removed.
- 23) The contractor shall have charge of and be responsible for the entire line of work, and be liable for all damages to any fixtures along the line of the work until its completion and acceptance. Any unfaithful or imperfect work that may be discovered at any time before or within one year after the completion and acceptance of the work shall be corrected by the contractor immediately on the requirement of the Director of Public Works.
- 24) All materials provided shall be of the best quality, subject to the approval of the Director of Public Works or agent; and, if any materials which he may deem unfitted to be used are brought to the work, the same shall be forthwith removed; and if the directions of the Director of Public Works or agent are not complied with within twenty-four hours after written notice, he shall be at liberty to remove same at the expense of the contractor. The material to be placed so as to be of as little inconvenience as possible to the public or adjoining tenements. All materials shall be subject to such tests as the Director of Public Works or agent may prescribe.
- 25) The contractor shall suspend all work under this contract when notified by the Director of Public Works or agent that the weather is unsuitable for carrying it on.
- 26) All fees for any patent invention, article or arrangement or other apparatus that may be used upon or in any way connected with the construction, erection, or maintenance of the work or any part thereof, embraced in the contract on these specifications shall be included in the price stipulated and in the contract for said work, and the contractor or contractors must protect and hold harmless the City against any and all demands for such fees or claims.
- 27) It is specifically stipulated and made a part of these specifications that the successful bidder will obtain a contractor's license from the City of Martinsville.

PARKING LOT SEALING – CITY HALL & BRIDGE STREET LOTS

ATTENTION: Karen Mays, Purchasing Agent

The undersigned Bidder declares that he has examined the *Notice to Bidders and the Specifications*, and has informed himself fully in regard to all the terms and conditions pertaining thereto, and has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if his Bid is accepted, within thirty (10) days to enter into a contract to furnish all materials, equipment, labor and supervision necessary to complete the work accordance with the attached specifications and Notice to Bidders at the following prices:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price (Applied)</u>	<u>Total</u>
Mobilization	Lump Sum	Lump Sum	= \$ _____
Pavement Sealer	21,125 SY x	\$ _____/SY	= \$ _____

BID TOTAL = \$ _____

COMPANY NAME: _____

SIGNATURE & TITLE: _____

ADDRESS: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NEGOTIATION

In the event the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within available funds. The procedures for such negotiations shall be as follows:

- a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.
- b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.
- c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds

INSURANCE

The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

- a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Martinsville and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
 Premises--Operation
 Products/Completed Operations Hazard
 Contractual Insurance
 Underground Hazard
 Explosion & Collapse Hazard
 Independent Contractor and Subcontractor
 Broad Form Property Damage
 Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
 Non-owned Vehicles
 Hired Vehicles

d. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

e. The Contractor, at his cost, shall effect and maintain in the names of the City, the Engineer and the Contractor, fire, vandalism and extended coverage insurance (or all-risk, builder's risk insurance if approved by the City), upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount. Such insurance may include a deductible provision if the City consents to such provision; however, the Contractor in such case will be liable for paying to the City the amount of such deduction whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the City as Trustee for whom it may concern. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

f. All policies shall name the City of Martinsville, its officers, agents, and employees as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

g. The insurance required by this Article shall include contractual liability insurance applicable to the Contractor's obligations.

h. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.

EQUAL EMPLOYMENT

During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or pay any fees required by the City of Martinsville or Commonwealth of Virginia to include securing a City of Martinsville business license. For further information, contact Commissioner of Revenue's office at 276-403-5131.

TRAFFIC CONTROL

The method of controlling the traffic passing through a work zone and all traffic control and street closed signs and barricades shall be in accordance with the State and Federal Manual on *Uniform Traffic Control Devices* and the *Virginia Work Area Protection Manual*. The Contractor shall not close or excavate within the right-of-way of a street or alley without obtaining the approval of and any required permits from the City.

The Contractor shall provide and maintain, at his expense, all signs, cones, stands and flagmen required to control and protect traffic passing through a work zone.

When practical, the Contractor shall keep all street intersections open to traffic. When work is perpendicular to the street, the Contractor shall work in no more than one-half (1/2) of the street width, at one time. The first half of work must be completed and the street passable prior to working in the second half.

The Contractor shall provide the necessary diversion ditches, dikes or temporary culverts required to prevent mud and debris from being washed onto the streets or property. The Contractor's vehicles shall be kept reasonably clean to prevent mud from being deposited on streets.

INDEMNIFICATION

a. The Contractor shall indemnify the City, its agents, officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own costs and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

b. The Contractor shall, at his own expense, appear, defend, and pay all charge of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the

same by the City.

d. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.

f. The Contractor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

Bids will be publicly opened and read in the office of the Purchasing Manager, Karen Mays, City of Martinsville, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112. Bids may be mailed or hand delivered to the Fishel Street address, or sent by FedEx or UPS. Please mark your envelope, " Parking Lot Sealing – City Hall & Bridge Street Lots ", and the date of bid opening in the lower left corner of your envelope.

If you have any questions please email them to Karen Mays at kmays@ci.martinsville.va.us . She will forward your questions, return answers and will determine if an addendum is necessary.

Signature Sheet

Parking Lot Sealing – City Hall & Bridge Street Lots

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

In signing this form, the contractor agrees to all parts of this proposal.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email Address _____